



# Membership Agreement

Welcome to the Moon Manifestation Academy!

Please take the time to read and understand these Membership terms and conditions (**Membership Terms**). They govern your (your or you) use of the **Moon Manifestation Academy** service (**Site**) as a member.

Once you click "I agree", you agree to the Membership Terms as a legally binding contract between you and the business owner, Tracey Rampling Brown, P.IVA IT12318760019.

If you do not want to agree to these Membership Terms, we're sorry but our friendship will have to end here!

In these Membership Terms, **Content** means all the content available on the Site including tutorials, courses, videos, eBooks, sample files, and user forum content.

## 1. Payment Plan Agreement Contract

### MONTHLY PAYMENT PLAN MEMBERSHIPS

Applies to memberships where payments are made every month during the duration of the membership term.

You understand and agree that you have committed to a contract, and you agree to pay the membership fees at the rate offered at purchase time for each month that your membership is active.

### Cancellation of MONTHLY PAYMENT PLAN

The Moon Manifestation Academy has no lock-in contract, and you understand that you are able to cancel your membership at any time.

You understand that a minimum of 7 days notice is required to cancel your membership before the next monthly payment is due, to guarantee that your cancellation is processed in time. No refunds will be granted as a result of insufficient notice, or change of mind after payment has been processed.

### YEARLY PAYMENT PLAN

You may elect to pay the membership fees in advance for ongoing access to the Moon Manifestation Academy for a period of 12 months.

The membership will automatically renew on the anniversary of your initial join date.

### Cancellation of YEARLY PAYMENT PLAN

You understand that you are able to cancel your membership within the first 30 days for a pro-rata refund (less the first month's monthly membership fee at the full monthly rate). Any joining bonuses not already activated will be considered forfeit upon cancellation. Please email [membership@vibrantcoach.com](mailto:membership@vibrantcoach.com) to cancel.



You understand that should you cancel your membership outside of the first 30 days, no refund will be provided, but you will maintain access for the full 12 months, and are encouraged to make use of any and all joining bonuses to achieve the highest benefit available to you.

As with the monthly membership, a minimum of 7 days notice is required to cancel your membership before the next annual payment is due, to guarantee that your cancellation is processed in time. No refunds will be granted as a result of insufficient notice, or change of mind after payment has been processed for subsequent renewal periods.

## **TRANSFER BETWEEN MEMBERSHIP PLAN TYPES**

If you wish to switch your membership from your existing membership type (monthly or yearly) to the other, please email [membership@vibrantcoach.com](mailto:membership@vibrantcoach.com) to make arrangements for a smooth transition.

Yearly membership can only be transferred to an ongoing monthly membership within the first 30 days, or at the end of the initial 12 month pre-paid membership period. You are aware that should you transfer your contract to a monthly membership within the first 30 days you will forfeit any bonuses applicable to the yearly membership tier.

Monthly membership can be upgraded to a yearly membership at any time. You understand that you will be eligible to receive any bonuses applicable to the yearly membership tier as soon as the yearly fee has been paid.

## **2. Membership**

If you are **under 18 years**, you need your parents' permission before becoming a member and accessing the Site.

Your Membership is **non-transferable**. You **must not share your username and password** with anyone else or allow anyone else to access the Site using your username and password.

You are responsible for every use of the Site that occurs in conjunction with the use of your username and password. You must use reasonable efforts to keep your username and password confidential. You must notify us as soon as you become aware of any unauthorised use of your membership, username, or password.

Membership is based on periodic subscription fees. Your membership, or access to Content and areas of the Site, will be suspended or cancelled if we do not receive the fees for your subscription type.

### 3. Rights to Content; intellectual property

Each item of Content is copyright of its author. We own any Moon Manifestation Academy-contributed Content, and all other rights in the Site including its design, compilation and look and feel.

Your membership gives you a right (a revocable, non-exclusive licence) to use the Content for personal purposes. You must not redistribute Content (such as tutorials, eBooks, videos, courses, and source files). Any project files, spreadsheets, or other assets associated with Content are included to demonstrate the course or tutorial. You may use, modify and manipulate files for your own personal educational purposes, but you must not otherwise exploit the files and the assets in them, or redistribute the files or assets. If you love the Content, please ask your friends to become members too!

You may freely use the procedures and techniques demonstrated in the Content (that is, the knowledge you gain) for any commercial or personal purpose.

The trademarks and logos displayed on the Site are, unless otherwise stated, those of Tracey Rampling Brown and others, and you must not use these without the approval of the relevant owner.

### 4. Fair use and prohibited conduct

You are permitted to download Content to your computer as part of your membership, but your membership is subject to a 'fair use' policy. Our 'fair use' policy requires that your use of the Site and the Content must be fair, genuine, and reasonable. For example, the total amount of Content you download must be reasonable in light of your genuine education and learning needs, and the time needed to genuinely engage with the Content. We will use our reasonable discretion to decide whether a member has complied with the 'fair use' policy.

You must not use scripts to automatically mass download Content.

You also must not:

- a. use a false email address, impersonate others, or misrepresent your affiliation with others;
- b. insert advertising, branding, or other promotional content into the Site or Content;
- c. attempt to gain unauthorised access to computer systems or materials through the Site;
- d. engage in automatic gathering of information from or through the Site (such as "spidering", "screen scraping", "database scraping" or harvesting of e-mail addresses);
- e. attempt to interrupt or alter the Site's operation in any way (for example through sending mass unsolicited messages, "flooding" servers, or introducing a virus, time bomb, trojan horse, worm, cancelbot or other computer routine);

f. use the Site or the Content in a way that violates applicable law, that violates third party intellectual property or other rights, or that is, fraudulent, obscene, offensive, or defamatory; or

g. except as allowed in these Membership Terms, copy, distribute, transmit, modify or otherwise exploit the Content or any other data made available through the Site.

## 5. Intellectual property complaints

We respect the intellectual property rights of others, and require that you do the same.

Please contact us if you believe that your intellectual property or other rights are being affected by anything on the Site.

If you are specifically making a copyright-based claim regarding Content, please forward the following information to us:

- a. your address, telephone number, and email address;
- b. a description of the location of the alleged infringing material;
- c. a description of the copyright work that has been allegedly infringed; and
- d. a statement by you that you warrant that the information given in your claim is accurate and that you are either the copyright owner or are authorized to act on the copyright owner's behalf.

## 6. Forum and community rules

The Forum and Community rules are part of these Membership Terms and apply to content contributed to the Sites by members (such as comments, reviews, and forum posts).

We reserve the right but are not obliged, to monitor all matter posted to the Site. We are not responsible or liable for material posted by others. We do, however, reserve the right to edit, refuse to post, or remove matter at our discretion that we consider objectionable, in violation of these Membership Terms, our policies, or applicable law.

You must not upload or post any materials that:

- a. restrict or inhibit others' use or enjoyment of the Site;
- b. are false, misleading, fraudulent, unlawful, abusive, harassing, defamatory, obscene, vulgar, or offensive;
- c. infringe others' rights, including privacy or intellectual property rights;
- d. disclose personal information about others, particularly sensitive information;
- e. contain a virus, spyware, or other harmful component; or
- f. contain commercial solicitation or 'spam' of any kind.

## 7. Privacy

Personal information that you disclose may be used by Plan Academy, its agents, and contractors in relation to your membership and the Site, including marketing activities for the Site.

We may disclose any personal information as necessary to satisfy any law, regulation, or government request.

## **8. Refusal, suspension, or termination of membership**

We may, at our discretion, immediately restrict, suspend or terminate your membership and access to the Site if we consider you in breach of these Membership Terms, any other Site rules, or applicable law.

We reserve the right to refuse membership at our discretion (examples include previous breaches of membership terms).

## **9. Liability and disclaimer**

Except as provided in an applicable Non-excludable Law, we are bound only by the express promises made in these Membership Terms and are not bound by implied terms.

Except as provided in an applicable Non-excludable Law:

- a. we do not promise that the Content or your access to the Site will be uninterrupted or error-free, that any defects will be corrected, or that the Site or Content are free of viruses or any other harmful components; and
- b. we make no promises regarding your access to, or the results of your access to, the Site or Content in terms of correctness, accuracy, timeliness, completeness, reliability, or otherwise.

Except as provided in an applicable Non-excludable Law, we and our affiliates are not liable for indirect, incidental, special, or consequential damages, loss of revenue or loss of profits which result from any use of or access to, or any inability to use or access, the Site.

## **10. Changes to Membership Terms**

We may change these Membership Terms from time to time, but we will notify members before doing so. You will be given the opportunity to cancel your subscription if you do not want to accept the changes. If you do not opt-out in this way, your continued subscription to and use of the Site will be an acceptance of the updated Membership Terms.

The Membership Terms outlined in this agreement are valid from August 2021 and supersede any previous versions.

## **11. Applicable Laws**

We control and operate the Site from our offices in Italy. The laws of Italy govern these Membership Terms, and you and the Moon Manifestation Academy submit to the jurisdiction of the courts there.